

☒ AMENDED

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: Joseph J. Hudson
Caroletta Williams Hudson

Case No. 23-22674-H (jc)

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 5363 Brookwater Cove S.
Memphis, TN 38125-4320

(2) 5363 Brookwater Cove S.
Memphis, TN 38125-4320

PLAN PAYMENT:

Debtor(1) shall pay \$ 1,000.00 (☐ weekly, ☒ every two weeks, ☐ semi-monthly, or ☐ monthly, by:

☒ PAYROLL DEDUCTION From: Memphis Shelby County Schools OR () DIRECT PAY
Memphis, TN 38112-4801

Debtor(2) shall pay \$ 4,858.00 (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☒ monthly, by:

☒ PAYROLL DEDUCTION From: _____ OR () DIRECT PAY

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☐ YES ☒ NO
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION ☒ YES ☐ NO
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☐ YES ☒ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at \$341/meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payment: _____

None Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to:
ongoing payment begins _____ \$ _____
Approximate arrearage: _____

5. PRIORITY CLAIMS:

-NONE- Amount _____ \$ _____

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☐ Paid by Trustee to:

None ongoing payment begins _____ \$ _____
Approximate arrearage: _____ Interest _____ \$ _____

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)] Value of Collateral: _____ Rate of Interest _____ Monthly Plan Payment: _____

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)] Value of Collateral: _____ Rate of Interest _____ Monthly Plan Payment: _____

[Retain lien 11 U.S.C. §1325 (a)]

	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
Budget Auto Sales	9,500.00	9.50%	\$133.00
Budget Auto Sales	19,915.00	9.50%	\$280.00
Carmax Auto Finance	31,378.00	5.50%	\$783.00
Carmax Auto Finance	18,655.00	5.50%	\$890.00
Exeter Finance Corp.	18,026.00	5.50%	\$731.00
Leaders Credit Union	33,918.00	5.74%	\$795.00
Leonard Aluminum Buildings	1,000.00	6.00%	\$20.00
Wells Fargo Auto Finance	31,229.00	5.50%	\$1,095.00

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:

Westlake Portfolio Management, LLC

Collateral: 2019 Chevy Camaro 60000 miles
To be surrendered

10. SPECIAL CLASS UNSECURED CLAIMS:

	Amount:	Rate of Interest	Monthly Plan Payment:
-NONE-			\$

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

<u>U.S. Department of Education</u>	<input type="checkbox"/>	Not provided for	OR <input checked="" type="checkbox"/>	General unsecured creditor
<u>U.S. Department of Education</u>	<input type="checkbox"/>	Not provided for	OR <input checked="" type="checkbox"/>	General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

-NONE-

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$238,576.54

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

☒ 2 %, OR,
☐ THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

None ☐ Assumes **OR** ☐ Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately 60 months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

FAILURE TO FILE TIMELY WRITTEN OBJECTION TO CONFIRMATION WILL BE DEEMED ACCEPTANCE OF PLAN.

/s/ Bruce A. Ralston

Date August 20, 2023

Bruce A. Ralston 16260

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Certificate of Service:

The undersigned attorney hereby certifies that true copies of the foregoing chapter 13 plan have been delivered to the parties indicated below by hand, by first-class mail and/or by pre-authorized electronic means.

Debtor, Debtor's attorney, Chapter 13 Trustee, and Matrix.

/s/ Bruce A. Ralston